

SOLICITATION/CONTRACT				REQUISITION NUMBER N66604-6248-4551		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-7		PAGE 1 OF 36	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 070002/VJH											
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER N66604-07-R-0002		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE 2006 OCT 16			
7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 591, Simonpietri Drive Newport, RI 02841-1708 (401)832-1549				CODE N66604		8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER: <div style="display: flex; justify-content: space-between;"> NAICS CODE 333314 SIZE STANDARD 500 Persons </div>			
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON 2006 DEC 20 . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. <p style="text-align: center;">SEE PROVISION L2 FOR SPECIFIC INSTRUCTIONS.</p>											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input checked="" type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES Mast Mounted Collimator											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						PAS# _____ SCD _____					
14. PAYMENT WILL BE MADE BY _____ CODE _____											
TELEPHONE NO. _____ DUNS NO. _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: 14					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>					
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT	21. UNIT PRICE	22. AMOUNT	
		(SEE PAGE 2)									
DIST:											
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. <input type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. <input type="checkbox"/> AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <p style="text-align: center;">ALL ITEMS</p>					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)				DATE SIGNED		NAME OF CONTRACTING OFFICER				DATE SIGNED	

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO: **Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 591, Simonpietri Drive
Newport, RI 02841-1708**

SOLICITATION NO. N66604-07-R-0002

DATE AND LOCAL TIME 2006 DEC 20; 2:00 P.M.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B10 SUPPLIES/SERVICES AND PRICES - FFP

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>BASIC</u>					
0001	Mast Mounted Collimator (MMC) for the AN/BVS-1 System According to the Statement of Work (Attachment #1).	1	EA	_____	_____
0002	Data for Items 0001 IAW Exhibit A	1	LOT	NSP	NSP
<u>OPTION 1</u>					
0003	MMC Production Drawings for the AN/BVS-1 System According to the Statement of Work (Attachment #1)	1	LOT	_____	_____
0004	Data for Item 0003 IAW Exhibit B	1	LOT	NSP	NSP
<u>OPTION 2</u>					
0005	Provisioned Item Order	To be determined, see Clause C51			
<u>OPTION 3</u>					
0006	Mast Mounted Collimator Special Support and Test Equipment According to the Statement of Work (Attachment #1)	To Be Determined			
0007	Data for Item 0006 IAW Exhibit C	1	LOT	NSP	NSP
<u>OPTION 4 (FY 08)</u>					
0008	Mast Mounted Collimator (MMC) for the AN/BVS-1 System According to the Statement of Work (Attachment #1).	To be determined, see Note #1 below			
0009	Data for Items 0008 IAW Exhibit F	1	LOT	NSP	NSP
<u>OPTION 5 (FY 08)</u>					
0010	Mast Mounted Collimator (MMC) for the Type 18 System According to the Statement of Work (Attachment #1).	To be determined, see Note #1 below			
0011	Data for Item 0010 IAW Exhibit E	1	LOT	NSP	NSP

OPTION 6

0012	MMC Production Drawings for the Type 18 System According to the Statement of Work (Attachment #1)	1	LOT	_____	_____
0013	Data for Item 0012 IAW Exhibit E	1	LOT	NSP	NSP

OPTION 7 (FY 09)

0014	Mast Mounted Collimator (MMC) for the AN/BVS-1 System According to the Statement of Work (Attachment #1).	To be determined, see Note #1 below			
0015	Data for Item 0014 IAW Exhibit F	1	LOT	NSP	NSP

OPTION 8 (FY 09)

0016	Mast Mounted Collimator (MMC) for the Type 18 System According to the Statement of Work (Attachment #1).	To be determined, see Note #1 below			
0017	Data for Item 0016 IAW Exhibit F	1	LOT	NSP	NSP

OPTION 9 (FY 10)

0018	Mast Mounted Collimator (MMC) for the AN/BVS-1 System According to the Statement of Work (Attachment #1).	To be determined, see Note #1 below			
0019	Data for Item 0018 IAW Exhibit F	1	LOT	NSP	NSP

OPTION 10 (FY 10)

0020	Mast Mounted Collimator (MMC) for the Type 18 System According to the Statement of Work (Attachment #1).	To be determined, see Note #1 below			
0021	Data for Item 0020 IAW Exhibit F	1	LOT	NSP	NSP

OPTION 11 (FY 11)

0022	Mast Mounted Collimator (MMC) for the AN/BVS-1 System According to the Statement of Work (Attachment #1).	To be determined, see Note #1 below			
0023	Data for Item 0022 IAW Exhibit F	1	LOT	NSP	NSP

OPTION 12 (FY 11)

0024	Mast Mounted Collimator (MMC) for the Type 18 System According to the Statement of Work (Attachment #1).	To be determined, see Note #1 below			
0025	Data for Item 0024 IAW Exhibit F	1	LOT	NSP	NSP

OPTION 13 (1 Oct 07--30 Sep 08)

0026	Engineering Services According to the Statement of Work (Attachment #1)				
0026AA	Engineer	200	HR	_____	_____
0026AB	Technician	200	HR	_____	_____
0027	Support for Item 0026 consisting of Travel, Subsistence and Material	1	LOT		\$20,000.00
0028	Data for Item 0026 IAW Exhibit D	1	LOT	NSP	NSP

OPTION 14 (1 Oct 07--30 Sep 08)

0029	Depot Repair Services According to the Statement of Work (Attachment #1)	200	HR	_____	_____
0030	Support for Item 0029 consisting of Travel, Subsistence and Material	1	LOT		\$20,000.00
0031	Data for Item 0029 IAW Exhibit D	1	LOT	NSP	NSP

OPTION 15 (1 Oct 08--30 Sep 09)

0032	Engineering Services According to the Statement of Work (Attachment #1)				
0032AA	Engineer	200	HR	_____	_____
0032AB	Technician	200	HR	_____	_____
0033	Support for Item 0032 consisting of Travel, Subsistence and Material	1	LOT		\$20,000.00
0034	Data for Item 0032 IAW Exhibit D	1	LOT	NSP	NSP

OPTION 16 (1 Oct 08--30 Sep 09)

0035	Depot Repair Services According to the Statement of Work (Attachment #1)	200	HR	_____	_____
0036	Support for Item 0035 consisting of Travel, Subsistence and Material	1	LOT		\$20,000.00
0037	Data for Item 0035 IAW Exhibit D	1	LOT	NSP	NSP

OPTION 17 (1 Oct 09--30 Sep 10)

0038	Engineering Services According to the Statement of Work (Attachment #1)				
0038AA	Engineer	200	HR	_____	_____
0038AB	Technician	200	HR	_____	_____
0039	Support for Item 0038 consisting of Travel, Subsistence and Material	1	LOT		\$20,000.00
0040	Data for Item 0038 IAW Exhibit D	1	LOT	NSP	NSP

OPTION 18 (1 Oct 09--30 Sep 10)

0041	Depot Repair Services According to the Statement of Work (Attachment #1)	200	HR	_____	_____
0042	Support for Item 0041 consisting of Travel, Subsistence and Material	1	LOT		\$20,000.00
0043	Data for Item 0041 IAW Exhibit D	1	LOT	NSP	NSP

OPTION 19 (1 Oct 10--30 Sep 11)

0044	Engineering Services According to the Statement of Work (Attachment #1)				
0044AA	Engineer	200	HR	_____	_____
0044AB	Technician	200	HR	_____	_____
0045	Support for Item 0044 consisting of Travel, Subsistence and Material	1	LOT		\$20,000.00
0046	Data for Item 0044 IAW Exhibit D	1	LOT	NSP	NSP

OPTION 20 (1 Oct 10--30 Sep 11)

0047	Depot Repair Services According to the Statement of Work (Attachment #1)	200	HR	_____	_____
0048	Support for Item 0047 consisting of Travel, Subsistence and Material	1	LOT		\$20,000.00
0049	Data for Item 0047 IAW Exhibit D	1	LOT	NSP	NSP

Note: (1) See the following Tables and insert Firm Fixed Unit Prices under the corresponding CLINs and quantities.

(2) CLINs 0001-0025 are Firm Fixed Price. CLINs 0026-0049 are Time and Material.

TABLE

Offerors shall fill in the table by stating the unit prices by quantity and CLIN. The Government will determine the quantity to be purchased when each Option is exercised. Only one quantity will be exercised per Option.

MAST MOUNTED COLLIMATOR – AN/BVS-1

Quantity	CLIN 0008	CLIN 0014	CLIN 0018	CLIN 0022
01				
02				
03				
04				
05				
06				
07				

MAST MOUNTED COLLIMATOR – Type 18

Quantity	CLIN 0010	CLIN 0016	CLIN 0020	CLIN 0024
01				
02				
03				
04				
05				
06				
07				

B42 OPTIONS

The additional items of supplies or services available under the Options clause of this contract, the applicable Line Item, and the exercise dates are specified below:

<u>OPTION NO.</u>	<u>LINE ITEM NO.</u>	<u>EXERCISE DATE</u>
1	0003-0004	By 1 May 2008
2	0005	By 1 May 2011
3	0006-0007	By 1 May 2011
4	0008-0009	By 1 May 2008
5	0010-0011	By 1 May 2008
6	0012-0013	By 1 May 2009
7	0014-0015	By 1 May 2009
8	0016-0017	By 1 May 2009
9	0018-0019	By 1 May 2010
10	0020-0021	By 1 May 2010
11	0022-0023	By 1 May 2011
12	0024-0025	By 1 May 2011
13	0026-0028	By 1 May 2008
14	0029-0031	By 1 May 2008
15	0032-0034	By 1 May 2009
16	0035-0037	By 1 May 2009
17	0038-0040	By 1 May 2010
18	0041-0043	By 1 May 2010
19	0044-0046	By 1 May 2011
20	0047-0049	By 1 May 2011

SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT

C10 SPECIFICATIONS, AMENDMENTS OR REVISIONS APPLICABLE

Specifications cited in the Statement of Work (SOW) and RFDU Performance Specifications shall be of the issue and date and; date of applicable amendments and revisions thereto, specified in the Department of Defense Index of Specifications and Standards (DODISS) with supplement dated 31 December 1998. All lower tier references cited in the military specifications and standards shall be used for guidance only. Lower tier references are those which are contained in the mandatory references and which add additional requirements and references.

All tiers of references in non-government standards which are cited in this Contract are contractually binding, since it is a common commercial practice to rely on tiering in non-government standards. This principle applies to military specifications and standards that are lower tier references in the cited non-government standards.

Supplies/Services provided under this Contract shall comply with the above and the following descriptions or specifications:

Item 0001 - The Contractor shall manufacture, test and deliver a Mast Mounted Collimator (MMC) for the AN/BVS-1 System according to the requirements specified in this Contract and the Statement of Work (SOW), Attachment #1.

Item 0002, 0004, 0007, 0009, 0011, 0013, 0015, 0017, 0019, 0021, 0023, 0025, 0028, 0031, 0034, 0037, 0040, 0043, 0046 and 0049 (if options are exercised) - This data shall be prepared according to this contract and the Contract Data Requirements Lists (CDRLs), DD Form 1423, attached hereto as Exhibits.

Item 0003 and 0012 (if option is exercised) - The Contractor shall deliver a Production Drawing Package according to the requirements specified in this Contract and the Statement of Work (SOW), Attachment #1.

Item 0005 (if option is exercised) - The spare/repair parts to be furnished hereunder will be ordered by contract modification(s) issued according to Clause C51, Provisioned Item Order.

Item 0006 (if option is exercised) - The Contractor shall manufacture and deliver Special Support and Test Equipment (SS&TE) according to this Contract and the Statement of Work (SOW), Attachment #1. This requirement and Firm Fixed Price will be determined at a later date.

Item 0008, 0014, 0018 and 0022 - The Contractor shall manufacture, test and deliver a Mast Mounted Collimator (MMC) for the AN/BVS-1 System according to the requirements specified in this Contract and the Statement of Work (SOW), Attachment #1.

Item 0010, 0016, 0020 and 0024 - The Contractor shall manufacture, test and deliver a Mast Mounted Collimator (MMC) for the Type 18 System according to the requirements specified in this Contract and the Statement of Work (SOW), Attachment #1.

Items 0026-0028, 0032-0034, 0038-0040 and 0044-0046 (if option is exercised) - The Contractor shall provide Engineering Services and Technical Advisory Services as directed in writing (via Contract Modification) by the Contracting Officer and as stated in the SOW. These Services shall be performed within the limits designated by the Contracting Officer, Naval Undersea Warfare Center Division Newport (NUWC DIVNPT). The Contractor shall not exceed the Level of Effort, Material or Travel stated in the Contract Modification without written consent from the Contracting Officer. However, any mix of hours at the stated labor rates is allowed if the total hours charged do not exceed the total labor cost under each CLIN.

It is estimated that the total cost to the Government for Travel and Material will not exceed \$20,000.00. The Contractor shall notify the Contracting Officer in writing as soon as the Contractor has reason to believe that the amounts payable and reimbursable for the full performance of these Items together with the amounts previously paid or reimbursed, will exceed \$20,000.00. This notification shall give the Contractor's revised estimate of the total amount for the full performance of this Item. Pursuant to FAR 52.232-22, Limitation of Funds, no legal liability on the part of the Government for payment in excess of \$20,000.00 shall arise unless additional funds are made

available and are incorporated as a modification to this Contract. If the Contractor fails to use all the Hours, Travel or Material during the performance of this Contract, the Contractor is not entitled to be paid the remaining amounts.

Items 0029-0031, 0035-0037, 0041-0043 and 0047-0049 (if option is exercised) - The Contractor shall provide Depot Repair Services as directed in writing (via Contract Modification) by the Contracting Officer and as stated in the SOW. These Services shall be performed within the limits designated by the Contracting Officer, Naval Undersea Warfare Center Division Newport (NUWCDIVNPT). The Contractor shall not exceed the Level of Effort, Material or Travel stated in the Contract Modification without written consent from the Contracting Officer. However, any mix of hours at the stated labor rates is allowed if the total hours charged do not exceed the total labor cost under each CLIN.

It is estimated that the total cost to the Government for Travel and Material will not exceed \$20,000.00. The Contractor shall notify the Contracting Officer in writing as soon as the Contractor has reason to believe that the amounts payable and reimbursable for the full performance of these Items together with the amounts previously paid or reimbursed, will exceed \$20,000.00. This notification shall give the Contractor's revised estimate of the total amount for the full performance of this Item. Pursuant to FAR 52.232-22, Limitation of Funds, no legal liability on the part of the Government for payment in excess of \$25,000.00 shall arise unless additional funds are made available and are incorporated as a modification to this Contract. If the Contractor fails to use all the Hours, Travel or Material during the performance of this Contract, the Contractor is not entitled to be paid the remaining amounts.

C24 SECURITY REQUIREMENTS

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25 ACCESS TO GOVERNMENT SITE (JUN 2006)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAVINST 5510.30A, Section 7-6, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at:

<http://www.dss.mil/epsq/patch.htm>

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. This document is available at

https://knowledge.npt.nuwc.navy.mil/c55/552/safety_general/CONTpackagedtd%2031Mar061.pdf

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at

<http://www.npt.nuwc.navy.mil/pao/envpolicy04.htm>

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C51 ITEM 0005 - PROVISIONED ITEMS ORDER (NAVSEA) (NOV 1996)

(a) General. The Contractor agrees that it will furnish the supplies ordered by the Government in accordance with the procedures specified herein. Orders may be placed by the Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders.

(1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a

reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability.

(1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The "Limitation Of Government Liability" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Contractor has incurred costs in excess of fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of performance of any other work performed by the Contractor.

C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D PACKAGING AND MARKING

D11 PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (N66604-07-C-0002)

REQUISITION NUMBER: (N66604-5182-26N8)

MARK FOR: To Be Determined
Name Code Telephone No.

D20 DELIVERY OF DATA (SEP 2001)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport
Contract, Order, and ELIN Numbers
Report Title
Date of Report
Contractor Name (division which generated the report)

D24 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

SECTION E INSPECTION AND ACCEPTANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

E9 INSPECTION AND ACCEPTANCE - ORIGIN AND DESTINATION (HARDWARE) – (AUG 1999)

- (a) Initial inspection and acceptance of the supplies being furnished shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the Contractor's or subcontractor's plant:
- (b) If the contract provides for Government procurement quality assurance actions at origin, the place(s) designated for such actions may not be changed without authorization of the Procuring Contracting Officer.
- (c) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, para. (i)(2).
- (d) Final inspection and acceptance of the furnished supplies shall be made at destination by the receiving activity designated in clause F18.
- (e) The receiving activity shall execute the acceptance certificate on the Material Inspection and Receiving Report (MIRR), DD Form 250 within thirty (30) days of receipt. The receiving activity shall forward the executed payment copy of MILSCAP Format Identifier PKN or PKP to the payment office within four working days (five days when MILSCAP Format is used) after final inspection and acceptance of the shipment. The receiving activity shall

forward one executed copy of the final DD Form 250 to: the contract administration office cited in block 12 of the contract award page (SF1447), with 1 copy to the Procuring Contracting Officer cited in clause G10 and 1 copy to the contractor.

E15 WITNESS OF INSPECTION OR TESTS

Because of the critical nature of the material being furnished hereunder, a representative of the Naval Undersea Warfare Center Division, Newport is available to furnish technical assistance on quality control matters and shall have the option of conducting Quality Assurance surveillance of inspections and tests performed by the Contractor. The surveillance will be performed in conjunction with the Defense Contract Management Agency (DCMA) Quality Assurance representative, if assigned, and does not abrogate the responsibility or authority of such DCMA representative. The Contractor agrees to notify the Contracting Officer's Representative when the material will be inspected and/or tested. A minimum of seven working days is required to arrange such a visit.

SECTION F DELIVERIES OR PERFORMANCE

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-34	F.O.B. DESTINATION	(NOV 1991)
52.247-48	F.O.B. DESTINATION – EVIDENCE OF SHIPMENT	(FEB 1999)

F18 DELIVERY AT DESTINATION (AUG 1999)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer
Naval Undersea Warfare Center, Division Newport
Naval Station Newport, Bldg. 47
47 Chandler Street
Newport, RI 02841-1708

F22 DELIVERY OF DATA (JUL 2001)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this contract. Any change in the delivery of data must be made by a formal contract modification.

F11-8 TIME OF DELIVERY (FAR 52.211-8) (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN MONTHS AFTER DATE OF CONTRACT
0001	1 EA	12 MAC
0002	1 Lot	See CDRL
0003	1 Lot	6 MAOE
0004	1 Lot	See CDRL
0005	TBD	TBD
0006	TBD	TBD
0007	1 Lot	See CDRL
0008	TBD	9 MAOE
0009	1 Lot	See CDRL
0010	TBD	9 MAOE
0011	1 Lot	See CDRL

0012	1 Lot	6 MAOE
0013	1 Lot	See CDRL
0014	TBD	9 MAOE
0015	1 Lot	See CDRL
0016	TBD	9 MAOE
0017	1 Lot	See CDRL
0018	TBD	9 MAOE
0019	1 Lot	See CDRL
0020	TBD	9 MAOE
0021	1 Lot	See CDRL
0022	TBD	9 MAOE
0023	1 Lot	See CDRL
0024	TBD	9 MAOE
0025	1 Lot	See CDRL
0026	1 Lot	30 September 2008
0027	1 Lot	30 September 2008
0028	1 Lot	See CDRL
0029	1 Lot	30 September 2008
0030	1 Lot	30 September 2008
0031	1 Lot	See CDRL
0032	1 Lot	30 September 2009
0033	1 Lot	30 September 2009
0034	1 Lot	See CDRL
0035	1 Lot	30 September 2009
0036	1 Lot	30 September 2009
0037	1 Lot	See CDRL
0038	1 Lot	30 September 2010
0039	1 Lot	30 September 2010
0040	1 Lot	See CDRL
0041	1 Lot	30 September 2010
0042	1 Lot	30 September 2010
0043	1 Lot	See CDRL
0044	1 Lot	30 September 2011
0045	1 Lot	30 September 2011
0046	1 Lot	See CDRL
0047	1 Lot	30 September 2011
0048	1 Lot	30 September 2011
0049	1 Lot	See CDRL

* TBD – To Be Determined

* Months After Contract Award (MAC)

* Months After Option Exercise (MAOE)

* For those CLINs with multiple quantities, the first end item shall be delivered as identified by the MAOE date; then at a rate of one (1) every three (3) weeks until all quantities are delivered.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be considered unacceptable. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror

offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

SECTION G CONTRACT ADMINISTRATION DATA

G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JAN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.

(f) The address and telephone number of the Contracting Officer is:

Name: Victor J. Howard
Address: Commercial Acquisition Department, Building 11
Naval Undersea Warfare Center Division, Newport
Code 5912
Simonpietri Drive
Newport, RI 02841-1708
Telephone: (401)832-1549

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

*

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

G17 COR APPOINTMENT

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract:

COR: To Be Determined

Mailing Address: Naval Undersea Warfare Center Division, Newport
1176 Howell Street
Building: ____ Room: ____
Newport, RI 02841-1708

Telephone: (401) 832-____

(b) The COR is responsible for those specific functions assigned in the Contract Administration Master Plan, or Contract Administration Plan as applicable, Attachment #4.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

ALT.COR: To Be Determined

Telephone: (401) 832-____

(d) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

G18 CONTRACT ADMINISTRATION FUNCTIONS (HARDWARE)

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) The Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All functions of FAR 42.302(a).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(c) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

G34 REQUESTS FOR PROGRESS PAYMENTS (JUL 1999)

(a) The contractor shall submit all requests for progress payments on a SF 1443 "Contractors Request for Progress Payment" form, completed in accordance with the instructions on the reverse side of the form and the clause entitled "Progress Payments" incorporated by reference in Section I, as follows:

- (1) Initial (#1) progress payment - 5 copies to the Administrative Contracting Officer (ACO) cited in block 12 of the award cover page (SF 1447) for certification.
- (2) Subsequent progress payments - 4 copies directly to the cognizant Paying Office cited in block 14 of the award cover page (SF 1447), with 1 informational copy to the ACO.
- (3) Final invoices - per the applicable clause in Section I entitled, SUBMISSION OF INVOICES.

(b) If the contract includes First Article Test units, per FAR clause 52.209-3 or 52.209-4 (incorporated by reference in Section I of the contract) the Contractor shall not receive progress payments for the acquisition of materials or components for the commencement of production of the balance of the contract quantity until the Government has formally approved the First Article units.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H50 SUBCONTRACTING PLAN

The Contractor's Small Business and Small Disadvantaged Business Subcontracting Plan dated __, number __ is determined to be acceptable and is hereby incorporated by reference. The Contracting Officer shall furnish a copy of the approved plan to the Administrative Contracting Officer (ACO). The ACO shall monitor contractor compliance.

H71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
52.202-1	DEFINITIONS	(JUL 2004)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)

52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2003)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(DEC 2004)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
52.204-7	CENTRAL CONTRACTOR REGISTRATION WITH DFARS 252.204-7004 (ALT A) (NOV 2003)	(OCT 2003)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JAN 2005)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE- RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST- RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	(OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
252.215-7000	PRICING ADJUSTMENTS	(DEC 1991)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(MAY 2004)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	(JUL 2005)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	(APR 1996)
52.222-19	CHILD LABOR COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)	(JAN 2006)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	(DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	(DEC 2004)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
52.225-8	DUTY-FREE ENTRY	(FEB 2000)
52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	(FEB 2006)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(JUN 2004)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	(JUN 2000)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)

52.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM)	(JUN 1997)
52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR - (LONG FORM)	(JAN 1997)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS	(JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)
252.227-7039	PATENTS - REPORTING OF SUBJECT INVENTIONS	(APR 1990)
52.230-2	COST ACCOUNTING STANDARDS	(APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(APR 2005)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-11	EXTRAS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(JAN 2004)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	(OCT 2004)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	(NOV 2005)
252.242-7005	COST/SCHEDULE STATUS REPORT	(MAR 2005)
52.243-1	CHANGES - FIXED PRICE	(AUG 1987)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(DEC 2004)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	(NOV 2005)
52.245-18	SPECIAL TEST EQUIPMENT	(FEB 1993)
52.246-23	LIMITATION OF LIABILITY	(FEB 1997)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(MAY 2004)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

125-7013 DUTY-FREE ENTRY (JAN 2005)

(a) Definitions. As used in this clause-

- (1) "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.
- (2) "Eligible product" means-
 - (i) "Designated country end product" as defined in the Trade Agreements clause of this contract;
 - (ii) "Free Trade Agreement country end product" as defined in the Trade Agreements clause of this contract; or
 - (iii) "End product of Australia, Canada, Chile, Mexico, or Singapore" as defined in the Buy American Act—Free Trade Agreements—Balance of Payments Program clause of this contract; or
 - (iv) "Canadian end product" as defined in Alternate I of the Buy American Act-Free Trade Agreements-Balance of Payments Program clause of this contract.
- (3) "Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American Act and Balance of Payments Program clause, or the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this contract.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on-

- (1) End items that are eligible products or qualifying country end products;
- (2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or
- (3) Other supplies for which the Contractor estimates that duty will exceed \$200 per shipment into the customs territory of the United States.

(c) The Contractor shall--

- (1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and
- (2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than-
 - (i) Scrap or salvage; or
 - (ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies-

- (1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and
- (2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall-

- (1) Consign the shipments to the appropriate-
 - (i) Military department in care of the Contractor, including the Contractor's delivery address; or
 - (ii) Military installation; and
- (2) Include the following information:
 - (i) Prime contract number and, if applicable, delivery order number.
 - (ii) Number of the subcontract for foreign supplies, if applicable.
 - (iii) Identification of the carrier.
 - (iv) (A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United

States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMAE-GNTF, 207 New York Avenue, Staten Island, New York, 10305-5013, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f) Preparation of customs forms.

(1) (i) Except for shipments consigned to a military installation, the Contractor shall-

(A) Prepare any customs forms required for the entry of foreign supplies into the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall-

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages--

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice--

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order; (5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

- (8) Date of the last scheduled delivery under the subcontract for foreign supplies;
 - (9) List of items purchased;
 - (10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than-
 - (i) Scrap or salvage; or
 - (ii) Competitive sale made, directed, or authorized by the Contracting Officer;
 - (11) Country of origin; and
 - (12) Scheduled delivery date(s).
- (i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if--
- (1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and
 - (2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.
- (j) The Contractor shall-
- (1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for-
 - (i) Qualifying country components; or
 - (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit;
 - (2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and
 - (3) Include in applicable subcontracts-
 - (i) The name and address of the ACO for this contract;
 - (ii) The name, address, and activity address number of the contract administration office specified in this contract; and
 - (iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

132-9000 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 - Block 10; SF33 - Block 23; SF1447 - Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 - Block 13 or SF26 - Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION J LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	19
<u>ATTACHMENT</u>		
1	Statement of Work	9
2	Performance Specifications	See Below
3	DD Form 254, Contract Security Classification Specification	3
4	Contract Administration Master Plan	2

*** To receive Attachment #2 via U.S. Mail – Send the following information to Email address:
HOWARDVJ@NPT.NUWC.NAVY.MIL**

- **Company Name**
- **Address**
- **Point of Contact**
- **Telephone Number**
- **Email Address**
- **CAGE Code**

All Offerors must be registered according to the DOD Joint Certification Program. See www.dlis.dla.mil/jcp for further information.

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

K16 OFFEROR DATA (JAN 2004)

(a) The offeror shall identify the individuals that are authorized to negotiate on its behalf with the Government in connection with this solicitation:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(b) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(1) Contractor Identification Data.

DUNS Number _____

CAGE Code _____

(2) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(i) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted _____ Date Approved _____ By _____

Limitations _____

(ii) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted _____ Date Approved _____ By _____

Latest Revision of CASB _____

Date Submitted _____ Date Approved _____ By _____

Potential Non-Compliances (As notified by ACO) _____

(iii) Purchasing System (See FAR 44.302)

Date Submitted _____ Date Approved _____ By _____

(iv) Forward Pricing Rate Agreement (If Applicable)

Date Submitted _____ Date Approved _____ By _____

(v) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted _____ Date Approved _____ By _____

(3) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office _____

ACO (or POC) Name and Telephone _____

DCAA Office _____

Auditor (or POC) Name and Telephone _____

K04-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2005)

(a) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K09-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (SEP 2004)

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

**K30-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1)
(JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and
- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(OCT 2003)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.232-13	NOTICE OF PROGRESS PAYMENTS	(APR 1984)
252.242-7006	COST/SCHEDULE STATUS REPORT PLANS	(MAR 2005)

L2 OTHER INSTRUCTIONS TO OFFERORS (FEB 2006)

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror. Offerors who decide to hand carry/deliver their proposals to the issuing office identified on page 1 of the solicitation (Block 7) are reminded that they will be required to comply with all current security procedures required to gain access to the Government site. Offerors who do not currently have access to our site will need to request and obtain prior approval from the NUWC Division Newport Security Office. Since approval of a site visit request may require a number of days to process, offerors must plan accordingly in order to ensure timely receipt of proposals. See <http://www.npt.nuwc.navy.mil>, Visitor Request/Visitor Request Form. Also, increased and/or changing security procedures at various gate entrances to the site may cause additional delays. It is the sole responsibility of the offeror to ensure that its proposal is received at the issuing office by the solicitation due date and time.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, G15, and G42

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

L7 NOTICE TO SUBMIT A SUBCONTRACTING PLAN FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

- (a) The contractor shall, in accordance with the provisions of FAR 52.219-9, submit a subcontracting plan for small business and small disadvantaged business concerns to the PCO with an informational copy provided to the ACO.
- (b) For offers pursuant to a solicitation, the subcontracting plan shall be submitted as part of the Cost Proposal.
- (c) For Letter contracts, the subcontracting plan shall be submitted by the date on which the contractor submits a priced proposal for definitization.

L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS

- (a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

- (1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.
- (2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.
- (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.
- (4) In addition to Government sources, items may be available from public libraries and commercial sources.

- (b) All NUWC Division, Newport specific forms are attached; see Section J.

L10 REQUEST FOR PROGRESS PAYMENTS

Bidder/Offerors shall indicate their need for Progress Payments by checking the block below:

☐ It is requested that any contract resulting from this solicitation contain provision for progress payments.

L23 PRE-PROPOSAL CONFERENCE

- (a) A Pre-proposal Conference will be held in Building 1258, Room 275 at the Naval Undersea Warfare Center Division Newport (NUWCDIVNPT) on 15 November 2006 at 8:30 AM. Participants may ask questions relating to the solicitation during the conference. Also, private 30 minute one-on-one discussions between the Government and individual offerors will be conducted on 15 November 2006. By 8 November 2006, all offerors must provide the following information in writing to the Contracting Officer:

- Attendees from your company (not to exceed 3 individuals).
- Request for private conference.
- Questions to be answered during general conference.
- Questions to be answered during private conference.

(b) Failure of a prospective offeror to submit any questions or to attend the conference will be construed to mean that the offeror fully understands all requirements of the solicitation. Prospective offerors are advised that the Pre-Proposal conference will be held solely for the purpose of explaining the Statement of Work and the terms and conditions of this Solicitation. All prospective offerors are advised that at the conclusion of the conference, unless this Solicitation is amended in writing, it will remain unchanged and, if an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment shall be applicable.

(c) To attend this conference, offerors must submit visit requests to the NUWCDIVNPT Security Office, Code 553 by 8 November 2006. Persons not possessing a current security clearance will be escorted. Admittance to NUWCDIVNPT will not be granted without a valid Visit Authorization Request. Verbal, electronic (E-Mail) or self-carried requests are unacceptable. Visitors must check-in at Visitor Control, Building 80 (main entrance to NUWCDIVNPT) for individual pass and vehicle authorization. Any questions concerning Visit Authorization Requests must be directed to the Security Division Information Line (401)832-2551 or Visitor Control (401)832-2152. NUWCDIVNPT is not responsible for any offeror's inability to attend this Conference.

(d) All individuals attending the conference must submit a Visit Authorization Request on company letterhead. Those not submitted on company letterhead will be rejected. FAX all Visit Requests to (401)832-4396. All Visit Authorization Requests must contain the following (US Citizens only):

- Name:
- Social Security Number:
- Place (City/State) & Date of Birth:
- Date(s) of visit: 15 November 2006.
- Detailed purpose of visit: To attend Pre-proposal Conference at Building 1258 under Solicitation N66604-07-R-0002.
- Person(s) to be visited and telephone number: Victor Howard, Code 5912, (401)832-1549.
- Visitor Clearance level:
- Classification of visit: Unclassified
- Citizenship (include naturalization number for US Citizens born outside US):
- Command/Company telephone and fax number:
- Signature and title of company/command authorizing official:

L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (APR 2003)

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this solicitation. The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

- (i) Letter of Transmittal, if any
- (ii) Original plus 2 copies of the signed solicitation document with all the required fill-ins completed. Staple this document together for submittal. ***Do not alter or punch holes in the solicitation document.***
- (iii) Past Performance - Include all data and information required for evaluation as set forth in Clause L31. Submit an Original plus 1 copy. ***Offerors shall not include CLASSIFIED materia.***

(2) General Format and Markings.

- (i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up

to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.

(ii) Past Performance shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

L31 TECHNICAL PROPOSAL (SEP 2005)

(a) Organization. In the Technical Proposal provide information and documentation in sufficient detail to clearly identify your overall qualifications. Divide the proposal into the following sections, in the order listed.

- Technical/Management Approach (oral presentation)
- Past Performance (written)

The Technical/Management Approach will be presented during Oral Presentations (see Clause L35). Past Performance will be in written format (see Clause L30).

(b) Technical/Management Approach. Offerors shall describe their technical approach/capability to designing, building and testing the Mast-Mounted Collimator (MMC). As a minimum, each offeror shall address the following issues:

- (1) Describe how the MMC will be manufactured and how your design will satisfy the requirements of the Performance Specification. Describe essential electrical and mechanical features of the system.
- (2) Describe the ease of maintaining the MMC and its emphasis on modularity.
- (3) Describe your production schedule and explain how you intend to adhere strictly to this schedule. How will you control schedule slippage?
- (4) Describe your internal quality assurance methods.
- (5) Describe your facilities and equipment and how they will be used to build the MMC and perform "Group A" tests.
- (6) Identify any potential technical, schedule or cost risks relating to the design and production of the system.
- (7) Identify all proposed major subcontractors, including consultants, and describe their involvement.
- (8) Describe the qualifications of your essential personnel including the Program Manager and Lead Engineer.
- (9) Describe any proprietary drawings, methods, systems etc. and explain the Government's rights to these proprietary items.

(c) Past Performance. In a separate attachment, provide information relative to past performance.

- (1) Provide a list of all (maximum of 10) contracts and subcontracts with a value exceeding \$100,000 that are currently in process or have been completed during the past two years. If the maximum is exceeded, list the 10 most current actions. Contracts listed shall include those entered into with Federal, state or local governments as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each

contract and subcontract:

- Contract Title
 - Date of Award
 - Name of contracting activity or commercial firm
 - Contract number
 - Contract type
 - Total contract value
 - Brief narrative (less than 20 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
 - Procuring Contracting Officer* and telephone
 - Administrative Contracting Officer*, if different, and telephone
 - Government Program Manager* or COR, and telephone
- *Or non-Government official with similar duties or rank

(2) Describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599. Identify what segment of the company (one division or the entire company) received the award or certification and when it was received. If the award or certification is over three years old, present evidence that the qualifications still apply.

(3) Provide similar past performance data for major subcontractors (those performing more than 25% of the effort).

L35 ORAL PRESENTATIONS

(a) Written Proposal. The following written documentation must be provided and is subject to FAR 15.208, Submission, Modification, Revision and Withdrawal of Proposals.

- All Past Performance items – See Clause L31, Paragraph (c)

(b) Oral Presentation. The Oral Presentation will address Technical/Management Approach only and will be attended by approximately five (5) Government persons including: the Technical Evaluation Panel and the Contracting Officer. Only individuals directly involved in the performance of the Contract shall participate in the Oral Presentation.

(c) Oral Presentations will be conducted as follows:

(1) Oral Presentations will commence within one week of the Solicitation closing. Offerors will be notified of their scheduled presentation date and time.

(2) At least three (3) days prior to the presentation, the offeror shall provide the names of the presenters and five (5) copies of the slides to be presented. All material provided prior to the presentation must be included in the offeror's Oral Presentation. Extraneous or reference material is prohibited.

(3) Offerors will have access to the conference room 15 minutes before the presentation to allow time to set up. The Oral Presentation shall be limited to 90 minutes and should be concise and specific. **DO NOT PRESENT CLASSIFIED MATERIALS OR SUBJECT MATTER DURING THE ORAL PRESENTATION.**

(4) The Government will make available a large white screen. Any other device needed for the Oral Presentation must be provided by the offeror. Video presentations in lieu of in-person presentations are unacceptable.

(5) The Government will record the presentation on audio tape. The original audio tape will be retained by the Government and no copy will be provided to the offeror. The presentation will not be videotaped. The offeror shall not bring any recording devices onto Government property.

(6) The presentation shall not address Price, Cost or Profit/Fee issues.

(7) The Project Manager and the Lead Engineer must be present at the Oral Presentation.

(8) Questions from the Government may be asked during and after the Oral Presentation. Due to these questions, your presentation may exceed 90 minutes. All communications including questions and answers addressed during the Oral Presentation are not discussions as defined in FAR 15.306(d).

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)
(JAN 2004)**

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
 - (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

SECTION M EVALUATION FACTORS FOR AWARD

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.217-5	EVALUATION OF OPTIONS	(JUL 1990)

M10 SINGLE AWARD

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

M32 EVALUATION FOR AWARD - BEST VALUE (MAY 2005)

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the Total Evaluated Price (TEP) to the Government. Offers will be evaluated on two evaluation factors, **TECHNICAL CAPABILITY** and **TOTAL EVALUATED PRICE** (see Clause M34 below).

(1) TECHNICAL CAPABILITY SUBFACTORS

- (i) Technical/Management Approach
- (ii) Past Performance

(2) The Technical Capability Subfactors listed above are equal in importance.

(b) Technical Capability is significantly more important than Total Evaluated Price. Although Total Evaluated Price is the less important evaluation factor, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to Technical Capability, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Technical/Management Approach. The Government will evaluate proposals to assess each offeror's ability to accomplish the technical/management requirements described herein.

(d) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

- (i) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services.
- (ii) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

M34 TOTAL EVALUATED PRICE (TEP)

The Government will evaluate offers for award by adding the weighted average price for CLINs 0008-0011 and 0014-0025 with the total amount of the remaining priced CLINs. This total amount will result in the Total Evaluated Price. The following is an example of this weighted average formula for CLIN 0008:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	<u>BASIC</u>				
0008	Mast Mounted Collimator (MMC) for the AN/BVS-1 System According to the Statement of Work (Attachment #1).				
		1	EA	\$100,000	\$100,000
	OR	2	EA	\$95,000	\$190,000
	OR	3	EA	\$90,000	\$270,000
	OR	4	EA	\$85,000	\$340,000
	OR	5	EA	\$80,000	\$400,000
	OR	6	EA	\$75,000	\$450,000
	OR	7	EA	\$70,000	\$490,000

The total amount \$2,240,000 is divided by the total quantity 28. The amount is multiplied by the midpoint quantity which is 4 EA. The result is the evaluated price for CLIN 0008. The following is the calculation:

$$\$2,240,000 / 28 = \$80,000$$

$$\$80,000 \times 4 = \$320,000$$

\$320,000 is the evaluated price for CLIN 0008.

(b) Evaluating Options will not obligate the Government to exercise any Options.

<div>CONTRACT DATA REQUIREMENTS LIST</div> <div>(2 Data Items)</div>														
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. Listed in Block E.														
A. CONTRACT LINE ITEM NO. <div>0001</div>			B. EXHIBIT NO. <div>A</div>			C. CATEGORY: <div>TDP _____ TM _____ OTHER <u>X</u></div>								
D. SYSTEM/ITEM <div>MMC</div>					E. CONTRACT/PR NO.				F. CONTRACTOR					
1. DATA ITEM NO. <div>A001</div>		2. TITLE OF DATA ITEM <div>CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT</div>						3. SUBTITLE				17. PRICE GROUP		
4. AUTHORITY (Data Acquisition Document No.) <div>DI-MGMT-80227</div>			5. CONTRACT REFERENCE <div>SOW PARAS. 3.1; 3.4.1</div>					6. REQUIRING OFFICE <div>NUWC DIVNPT CODE 3492</div>				16. ESTIMATED TOTAL PRICE		
7. DD 250 REQ <div>LT</div>		9. DIST STATEMENT REQUIRED <div>A</div>		10. FREQUENCY <div>MTHLY</div>		12. DATE OF FIRST SUBMISSION <div>45 DAC</div>		14. DISTRIBUTION						
8. APP CODE <div>N/A</div>				11. AS OF DATE <div>N/A</div>		13. DATE OF SUBSEQUENT SUBMISSION <div>N/A</div>		a. ADDRESSEE		b. COPIES				
								Draft		Final				
										Reg				Repro
16. REMARKS Blk 4: For guidance only. Contractor's format acceptable . Blk 9: See Attachment 1 to Exhibits. Blk 14b: Deliverable shall be by electronic submittal.								NUWC DIVNPT:						
								CODE 3492				0	1	0
								CODE 3422RE				0	1	0
15. TOTAL								0	2	0				
1. DATA ITEM NO. <div>A002</div>		2. TITLE OF DATA ITEM <div>CONFERENCE AGENDA</div>						3. SUBTITLE				17 PRICE GROUP		
4. AUTHORITY (Data Acquisition Document No.) <div>DI-ADMN-81249A</div>			5. CONTRACT REFERENCE <div>SOW PARA. 3.1. 2.3</div>					6. REQUIRING OFFICE <div>NUWC DIVNPT CODE 3492</div>				18. ESTIMATED TOTAL PRICE		
7. DD 250 REQ <div>LT</div>		9. DIST STATEMENT REQUIRED <div>A</div>		10. FREQUENCY <div>ASREQ/R</div>		12. DATE OF FIRST SUBMISSION <div>SEE BLK 16</div>		14. DISTRIBUTION						
8. APP CODE <div>A</div>				11. AS OF DATE <div>N/A</div>		13. DATE OF SUBSEQUENT SUBMISSION <div>3 DARC</div>		a. ADDRESSEE		b. COPIES				
								Draft		Final				
										Reg				Repro
16. REMARKS Blk 4: For guidance only. Contractor's format acceptable. Blk 8: Verbal approval only. Allow five (5) working days for Government review. Blk 9: See Attachment 1 to Exhibits. Blk 10: The Government anticipates up to four (4) submittals. Blk 12: Five (5) working days in advance of PMRs, meetings and conferences. Blk 14b: Deliverable shall be by electronic submittal.								NUWC DIVNPT:						
								CODE 3492				0	1	0
								CODE 3422RE				1	1	0
15. TOTAL								1	2	0				
G. PREPARED BY <div>DAVID J. SALEEM, CODE 3432</div>				H. DATE		I. APPROVED BY <div>S. Gempp</div>				J. DATE				

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)					Form Approved						
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. Listed in Block E.											
A. CONTRACT LINE ITEM NO. See Blk 16			B. EXHIBIT NO. A		C. CATEGORY: TDP _____ TM _____ OTHER <u> X </u>						
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO. N66604-			F. CONTRACTOR					
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM CONFERENCE MINUTES			3. SUBTITLE				17. PRICE GROUP		
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81250A			5. CONTRACT REFERENCE SOW PARA. 3.1.2.4			6. REQUIRING OFFICE NUWC DIVNPT CODE 3492				16. ESTIMATED TOTAL PRICE	
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ASREQ/R		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 5 DARC		a. ADDRESSEE		b. COPIES	
16. REMARKS Blk A: CLIN 0001 Blk 4: For guidance only. Contractor's format acceptable. Blk 9: See Attachment 1 to Exhibits. Blk 10: The Government anticipates up to four (4) submittals. Blk 12: Not later than 10 working days after conduct of PMRs, meetings, and conferences. Blk 14b: Deliverable shall be by electronic submittal.								Draft		Final	
15. TOTAL						1		2		0	
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM PRODUCT DRAWINGS AND ASSOCIATED LISTS			3. SUBTITLE Performance Specification Update				17. PRICE GROUP		
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81000C			5. CONTRACT REFERENCE SOW PARA. 3.4.2.5			6. REQUIRING OFFICE NUWC DIVNPT CODE 3492				18. ESTIMATED TOTAL PRICE	
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ONE/A		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 30 DARC		a. ADDRESSEE		b. COPIES	
16. REMARKS Blk A: CLIN 0001 Blk 4: For guidance only. Contractor's format acceptable Blk 9: See Attachment 1 to Exhibits. Blk 12: 30 Days after delivery of First Article Blk 14b: Deliverable shall be by electronic submittal.								Draft		Final	
15. TOTAL						1		2		0	
G. PREPARED BY DAVID J. SALEEM, CODE 3432			H. DATE		I. APPROVED BY S. Gempp			J. DATE			

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)						<i>Form Approved</i>					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. Listed in Block E.											
A. CONTRACT LINE ITEM NO. See Blk 16			B. EXHIBIT NO. A		C. CATEGORY: TDP _____ TM _____ OTHER <u> X </u>						
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO. N66604-			F. CONTRACTOR					
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM TEST PROCEDURE				3. SUBTITLE FACTORY ACCEPTANCE TEST PROCEDURES			17. PRICE GROUP		
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80603			5. CONTRACT REFERENCE SOW PARAS. 3.2.5			6. REQUIRING OFFICE NUWC DIVNPT CODE 3492			16. ESTIMATED TOTAL PRICE		
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 30 DARC		a. ADDRESSEE		b. COPIES	
16. REMARKS Blk A: CLIN 0001 Blk 4: For guidance only. Blk 8: Content approval. Allow 30 days for Government review. Blk 9: See Attachment 1 to Exhibits. Blk 12: Submit 60 days prior to start of test. Blk 14b: Deliverable shall be by electronic submittal.						Draft		Final			
						Reg		Repro			
						NUWC DIVNPT:					
						CODE 3492		0		1 0	
						CODE 3422RE		1		1 0	
15. TOTAL						1		2 0			
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM TEST/INSPECTION REPORT				3. SUBTITLE FACTORY ACCEPTANCE TEST REPORT			17. PRICE GROUP		
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B			5. CONTRACT REFERENCE SOW PARA. 3.2.5			6. REQUIRING OFFICE NUWC DIVNPT CODE 3492			18. ESTIMATED TOTAL PRICE		
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE N/A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		b. COPIES	
16. REMARKS Blk 4: For guidance only. Contractor's format acceptable Blk 9: See Attachment 1 to Exhibits. Blk 12: Submit NLT 30 days after test completion. Blk 14b: Deliverable shall be by electronic submittal.						Draft		Final			
						Reg		Repro			
						NUWC DIVNPT:					
						CODE 3492		0		1 0	
						CODE 3422RE		0		1 0	
15. TOTAL						0		2 0			
G. PREPARED BY DAVID J. SALEEM, CODE 3432			H. DATE		I. APPROVED BY S. Gempp			J. DATE			

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)					Form Approved				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. Listed in Block E.									
A. CONTRACT LINE ITEM NO. See Blk 16			B. EXHIBIT NO. A		C. CATEGORY: TDP _____ TM _____ OTHER <u> X </u>				
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO. N66604-			F. CONTRACTOR			
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM BASELINE DESCRIPTION DOCUMENT				3. SUBTITLE PRODUCT BASELINE			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81121		5. CONTRACT REFERENCE SOW PARA 3.3.2.1 & 3.3.4				6. REQUIRING OFFICE NUWC DIVNPT CODE 3492			16. ESTIMATED TOTAL PRICE
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY 1TIME		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES				
						Draft	Final		
						Reg	Repro		
16. REMARKS Blk A: CLIN 0001 Blk 4: Contractor's format acceptable. Blk 9: See Attachment 1 to Exhibits. Blk 12: 30 days prior to Factory Acceptance Testing Blk 14b: Deliverable shall be by electronic submittal in Microsoft Word or Excel format .						NUWC DIVNPT:			
						CODE 3492	0	1	0
						CODE 3422RE	0	1	0
15. TOTAL	0	2	0						
1. DATA ITEM NO. A008		2. TITLE OF DATA ITEM REQUEST FOR DEVIATION			3. SUBTITLE				17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80640C		5. CONTRACT REFERENCE SOW PARA 3.3.3			6. REQUIRING OFFICE NUWC DIVNPT CODE 3492				18. ESTIMATED TOTAL PRICE
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ASREQ/R		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 15 DARC	a. ADDRESSEE	b. COPIES				
						Draft	Final		
						Reg	Repro		
16. REMARKS Blk A: CLIN 0001 Blk 8: Content approval. Allow 45 days for Government review. Blk 9: See Attachment 1 to Exhibits. Blk 10: The Government anticipates up to ONE (1) submittal. Blk 12: Within 30 days after need for change has been identified. Blk 14b: Deliverable shall be by electronic submittal						NUWC DIVNPT:			
						CODE 3492	0	1	0
						CODE 3422RE	1	1	0
15. TOTAL	1	2	0						
G. PREPARED BY DAVID J. SALEEM, CODE 3432			H. DATE		I. APPROVED BY S. Gempp			J. DATE	

CONTRACT DATA REQUIREMENTS LIST <i>(2 Data Items)</i>					<i>Form Approved</i>			
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A. CONTRACT LINE ITEM NO. See Blk 16		B. EXHIBIT NO. B		C. CATEGORY: TDP <u> X </u> TM <u> </u> OTHER <u> </u>				
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO. N66604-5182-26N8		F. CONTRACTOR			
1. DATA ITEM NO. B001	2. TITLE OF DATA ITEM PRODUCT DRAWINGS AND ASSOCIATED LISTS				3. SUBTITLE PRODUCT DRAWINGS			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81000C		5. CONTRACT REFERENCE SOW PARAS. 3.4.2.1			6. REQUIRING OFFICE NUWC DIVNPT CODE 3492			16. ESTIMATED TOTAL PRICE
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION				
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 30 DARC	a. ADDRESSEE	b. COPIES			
				Draft	Final			
				Reg	Repro			
16. REMARKS Blk A: CLIN 0003 Blk 4: For preparation instructions, see 2554-1 , TOP OPTION SELECTION WORKSHEET Blk 8: Approval if for format and content. Allow 60 days for Government review. Blk 9: See Attachment 1 to Exhibits. Blk 12: 4 MAOE —4 Months After Option is Exercised Blk 14b: Delivery shall be in electronic format.					NUWC DIVNPT			
					CODE 3492	0	1	0
					CODE 3422RE	0	1	
					15. TOTAL	0	2	0
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE			17. PRICE GROUP	
							16. ESTIMATED TOTAL PRICE	
G. PREPARED BY DAVID J. SALEEM, CODE 3432		H. DATE	I. APPROVED BY S. Gempp			J. DATE		

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A. CONTRACT LINE ITEM NO. <div style="text-align: center;">See Blk 16</div>		B. EXHIBIT NO. <div style="text-align: center;">C</div>		C. CATEGORY: TDP <u> X </u> TM <u> </u> OTHER <u> </u>				
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO. N66604-5182-26N8		F. CONTRACTOR			
1. DATA ITEM NO. C001	2. TITLE OF DATA ITEM SPECIAL EQUIPMENT OTHER PROVISIONING PARTS LIST				3. SUBTITLE			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80869		5. CONTRACT REFERENCE SOW PARAS. 3.5			6. REQUIRING OFFICE NUWC DIVNPT CODE 3492			16. ESTIMATED TOTAL PRICE
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED A	10. FREQUENCY 1TIME	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES			
				Draft	Final			
				Reg	Repro			
16. REMARKS Blk A: CLIN 0006 Blk 9: See Attachment 1 to Exhibits. Blk 12: MAOE – 4 Months After Option is Exercised. Blk 14b: Deliverable shall be by electronic submittal.					NUWC DIVNPT			
					CODE 3492	0	1	0
					CODE 3422RE	0	1	
					15. TOTAL	0	2	0
1. DATA ITEM NO. C002	2. TITLE OF DATA ITEM PRODUCT DRAWINGS AND ASSOCIATED LISTS			3. SUBTITLE SS&TE Product Drawings			17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81000C		5. CONTRACT REFERENCE SOW PARAS. 3.5			6. REQUIRING OFFICE NUWC DIVNPT CODE 3492			16. ESTIMATED TOTAL PRICE
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION				
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 30 DARC	a. ADDRESSEE	b. COPIES			
				Draft	Final			
				Reg	Repro			
16. REMARKS Blk A: CLIN 0006 Blk 4: For preparation instructions, see 2554-1 , TOP OPTION SELECTION WORKSHEET Blk 8: Approval if for format and content. Allow 60 days for Government review. Blk 9: See Attachment 1 to Exhibits. Blk 12: MAOE –4 Months After Option is Exercised Blk 14b: Delivery shall be in electronic format.					NUWC DIVNPT			
					CODE 3492	0	1	0
					CODE 3422RE	0	1	
					15. TOTAL	0	2	0
G. PREPARED BY DAVID J. SALEEM, CODE 3432		H. DATE		I. APPROVED BY S. Gempp			J. DATE	

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A. CONTRACT LINE ITEM NO. See Blk 16			B. EXHIBIT NO. D		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>				
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO. N66604-5182-26N8		F. CONTRACTOR				
1. DATA ITEM NO. D001	2. TITLE OF DATA ITEM ENGINEERING AND TECHNICAL SERVICES ACCOMPLISHMENT REPORT				3. SUBTITLE STATUS REPORT			17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80061A		5. CONTRACT REFERENCE SOW PARAS. 3.6, 3.6.3; 3.6.3.1			6. REQUIRING OFFICE NUWCDIVNPT CODE 3492			16. ESTIMATED TOTAL PRICE	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION					
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES				
					Draft	Final			
						Reg	Repro		
16. REMARKS Blk A: CLINs 0032-0046 Blk 4: Contractor's format acceptable. Blk 9: See Attachment 1 to Exhibits. Blk 10: The Government anticipates up to six (6) submittals. Blk 12: Fifteen (15) working days upon completion of services visit. Blk 14b: Deliverable shall be by electronic submittal (i.e., e-mail).					NUWCDIVNPT:				
					CODE 3492	0	1	0	
					CODE 3422RE	0	1	0	
15. TOTAL					0	2	0		
G. PREPARED BY DAVID J. SALEEM, CODE 3432			H. DATE	I. APPROVED BY S. Gemp			J. DATE		

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A. CONTRACT LINE ITEM NO. See Blk 16			B. EXHIBIT NO. D		C. CATEGORY: TDP _____ TM _____ OTHER <u> X </u>					
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO. N66604-5182-26N8			F. CONTRACTOR				
1. DATA ITEM NO. D002		2. TITLE OF DATA ITEM ENGINEERING AND TECHNICAL SERVICES ACCOMPLISHMENT REPORT				3. SUBTITLE DEPOT REPAIR SERVICES		17. PRICE GROUP		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80061A		5. CONTRACT REFERENCE SOW PARA. 3.7				6. REQUIRING OFFICE NUWC DIVNPT CODE 3492		16. ESTIMATED TOTAL PRICE		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED A	10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
8. APP CODE SEE BLK 16		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE				
						b. COPIES				
						Draft	Final			
						Reg	Repro			
16. REMARKS Blk A: CLINs 0047-0058 Blk 4: Contractor's format acceptable. Blk 8: Initial submittal requires approval for content. Blk 9: See Attachment 1 to Exhibits. Blk 10: The Government anticipates up to six (6) submittals. Blk 12: Fifteen (15) working days upon completion of services & the end of the month. Thereafter. Blk 14b: Deliverable shall be by electronic submittal (i.e., e-mail).						NUWC DIVNPT:				
						CODE 3492		0	1	0
						CODE 3422RE		0	1	0
15. TOTAL						0	2	0		
G. PREPARED BY DAVID J. SALEEM, CODE 3432			H. DATE		I. APPROVED BY S. Gempp			J. DATE		

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A. CONTRACT LINE ITEM NO. See Blk 16			B. EXHIBIT NO. A		C. CATEGORY: TDP _____ TM _____ OTHER <u> X </u>					
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO.			F. CONTRACTOR				
1. DATA ITEM NO. E001		2. TITLE OF DATA ITEM PRODUCT DRAWINGS AND ASSOCIATED LISTS				3. SUBTITLE CRITICAL DESIGN REVIEW (Type-18 MMC)			17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81000C		5. CONTRACT REFERENCE SOW PARA. 3.1.2.2.2				6. REQUIRING OFFICE NUWC DIVNPT CODE 3492			18. ESTIMATED TOTAL PRICE	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION 120 DACA	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 5 DARC	a. ADDRESSEE	Draft	Final	Reg	Repro		
16. REMARKS Blk A: CLIN 0012 Blk 4: For guidance only. PowerPoint presentation format. Preliminary Drawings and parts identified to major sub-assembly level. Blk 8: Approval if for format and content. Allow 5 days for Government review. Blk 14b: Deliverable shall be by electronic submittal.				15. TOTAL	1	2	0			
1. DATA ITEM NO. E002		2. TITLE OF DATA ITEM PRODUCT DRAWINGS AND ASSOCIATED LISTS				3. SUBTITLE MMC Type 18 Production Drawing Package			17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81000C		5. CONTRACT REFERENCE SOW PARA. 3.1.2.2.1				6. REQUIRING OFFICE NUWC DIVNPT CODE 3492				
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 30 DARC	a. ADDRESSEE	Draft	Final	Reg	Repro		
16. REMARKS Blk A: CLIN 0012 Blk 4: For preparation instructions, see 2554-1 , TOP OPTION SELECTION WORKSHEET Blk 8: Approval if for format and content. Allow 60 days for Government review. Blk 9: See Attachment 1 to Exhibits. Blk 12: 6 MAOE (Six Months After Option is Exercised) Blk 14b: Delivery shall be in electronic format.				15. TOTAL	1	2	0			
G. PREPARED BY DAVID J. SALEEM, CODE 3432			H. DATE		I. APPROVED BY S. Gempp			J. DATE		

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A. CONTRACT LINE ITEM NO. See Blk 16			B. EXHIBIT NO. A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>						
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO.			F. CONTRACTOR					
1. DATA ITEM NO. E003											
2. TITLE OF DATA ITEM COMMERCIAL OFF-THE-SHELF MANUAL AND SUPPLEMENTAL DATA											
3. SUBTITLE MMC Type 18 Technical Manual											
17. PRICE GROUP											
4. AUTHORITY (Data Acquisition Document No.) DI-TMSS-80527A			5. CONTRACT REFERENCE SOW PARA. 3.4.2.8			6. REQUIRING OFFICE NUWCDIVNPT CODE 3492			18. ESTIMATED TOTAL PRICE		
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED A		10. FREQUENCY ONE/R		12. DATE OF FIRST SUBMISSION 6 MAOA		14. DISTRIBUTION			
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 30 DARC		a. ADDRESSEE		b. COPIES	
								Draft		Final	
								Reg		Repro	
16. REMARKS Blk A: CLIN 0012 Blk 4: For guidance only. Contractor's format acceptable. Blk 8: Approval if for format and content. Allow 15 days for Government review. BLK 9: see Attachment 1 of Exhibits. Blk 14b: Deliverable shall be by electronic submittal (email)								NUWCDIVNPT:			
								CODE 3492		0 1 0	
								CODE 3422RE		1 1	
								15. TOTAL		1 2 0	
1. DATA ITEM NO. E004											
2. TITLE OF DATA ITEM TEST/INSPECTION REPORT											
3. SUBTITLE FACTORY ACCEPTANCE TEST REPORT											
17. PRICE GROUP											
4. AUTHORITY (Data Acquisition Document No.) DI-NDT1-80809B			5. CONTRACT REFERENCE SOW PARA. 3.2.5			6. REQUIRING OFFICE NUWCDIVNPT CODE 3492					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION			
8. APP CODE N/A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		b. COPIES	
								Draft		Final	
								Reg		Repro	
16. REMARKS Blk 4: For guidance only. Contractor's format acceptable Blk 9: See Attachment 1 to Exhibits. Blk 12: Submit NLT 30 days after test completion. Blk 14b: Deliverable shall be by electronic submittal.								NUWCDIVNPT:			
								CODE 3492		0 1	
								CODE 3422RE		0 1	
								15. TOTAL		0 2	
G. PREPARED BY DAVID J. SALEEM, CODE 3432			H. DATE		I. APPROVED BY S. Gempp			J. DATE			

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A. CONTRACT LINE ITEM NO. <div>0008, 0009, 0014-0031</div>				B. EXHIBIT NO. <div>A</div>		C. CATEGORY: <div>TDP _____ TM _____ OTHER <u>X</u></div>							
D. SYSTEM/ITEM <div>MMC</div>				E. CONTRACT/PR NO.				F. CONTRACTOR					
1. DATA ITEM NO. <div>F001</div>		2. TITLE OF DATA ITEM <div>CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT</div>						3. SUBTITLE				17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Document No.) <div>DI-MGMT-80227</div>		5. CONTRACT REFERENCE <div>SOW PARAS. 3.1; 3.4.1</div>				6. REQUIRING OFFICE <div>NUWCDIVNPT CODE 3492</div>				16. ESTIMATED TOTAL PRICE			
7. DD 250 REQ <div>LT</div>		9. DIST STATEMENT REQUIRED <div>A</div>		10. FREQUENCY <div>MTHLY</div>		12. DATE OF FIRST SUBMISSION <div>45 DAC</div>		14. DISTRIBUTION					
8. APP CODE <div>N/A</div>		11. AS OF DATE <div>0</div>		13. DATE OF SUBSEQUENT SUBMISSION <div>15 DARP</div>		a. ADDRESSEE		b. COPIES					
						Draft		Final					
						Reg		Repro					
16. REMARKS Blk 4: For guidance only. Contractor's format acceptable . Blk 9: See Attachment 1 to Exhibits. Blk 14b: Deliverable shall be by electronic submittal (email).						NUWCDIVNPT:							
						CODE 3492		0	1	0			
						CODE 3422RE		0	1	0			
						15. TOTAL		0	2	0			
1. DATA ITEM NO. <div>F002</div>		2. TITLE OF DATA ITEM <div>CONFERENCE AGENDA</div>				3. SUBTITLE				17 PRICE GROUP			
4. AUTHORITY (Data Acquisition Document No.) <div>DI-ADMN-81249A</div>		5. CONTRACT REFERENCE <div>SOW PARA. 3.1. 2.3</div>				6. REQUIRING OFFICE <div>NUWCDIVNPT CODE 3492</div>				18. ESTIMATED TOTAL PRICE			
7. DD 250 REQ <div>LT</div>		9. DIST STATEMENT REQUIRED <div>A</div>		10. FREQUENCY <div>ASREQ/R</div>		12. DATE OF FIRST SUBMISSION <div>SEE BLK 16</div>		14. DISTRIBUTION					
8. APP CODE <div>A</div>		11. AS OF DATE <div>N/A</div>		13. DATE OF SUBSEQUENT SUBMISSION <div>3 DARC</div>		a. ADDRESSEE		b. COPIES					
						Draft		Final					
						Reg		Repro					
16. REMARKS Blk 4: For guidance only. Contractor's format acceptable. Blk 8: Verbal approval only. Allow five (5) working days for Government review. Blk 9: See Attachment 1 to Exhibits. Blk 10: The Government anticipates up to sixteen (16) submittals. Blk 12: Five (5) working days in advance of PMRs, meetings and conferences. Blk 14b: Deliverable shall be by electronic submittal. (email)						NUWCDIVNPT:							
						CODE 3492		0	1	0			
						CODE 3422RE		1	1	0			
						15. TOTAL		1	2	0			
G. PREPARED BY <div>DAVID J. SALEEM, CODE 3432</div>				H. DATE		I. APPROVED BY <div>S. Gempp</div>				J. DATE			

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A. CONTRACT LINE ITEM NO. See Blk 16		B. EXHIBIT NO. A		C. CATEGORY: TDP _____ TM _____ OTHER <u> X </u>						
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO. N66604-			F. CONTRACTOR				
1. DATA ITEM NO. F003		2. TITLE OF DATA ITEM CONFERENCE MINUTES			3. SUBTITLE				17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81250A		5. CONTRACT REFERENCE SOW PARA. 3.1.2.4			6. REQUIRING OFFICE NUWC DIVNPT CODE 3492				16. ESTIMATED TOTAL PRICE	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES					
						Draft	Final			
							Reg	Repro		
16. REMARKS Blk A: CLINs 0008, 0009, 0014-0031 Blk 4: For guidance only. Contractor's format acceptable. Blk 9: See Attachment 1 to Exhibits. Blk 10: The Government anticipates up to sixteen (16) submittals. Blk 12: Not later than 10 working days after conduct of PMRs, meetings, and conferences. Blk 14b: Deliverable shall be by electronic submittal					NUWC DIVNPT:					
					CODE 3492	0	1	0		
					CODE 3422RE	1	1	0		
15. TOTAL	1	2	0							
1. DATA ITEM NO. F004		2. TITLE OF DATA ITEM TEST/INSPECTION REPORT			3. SUBTITLE FACTORY ACCEPTANCE TEST REPORT				17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Document No.) DI-NDT1-80809B		5. CONTRACT REFERENCE SOW PARA. 3.2.5			6. REQUIRING OFFICE NUWC DIVNPT CODE 3492				18. ESTIMATED TOTAL PRICE	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES					
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					CODE 3492	0	1	0		
					CODE 3422RE	0	1	0		
15. TOTAL	0	2	0							
G. PREPARED BY DAVID J. SALEEM, CODE 3432		H. DATE		I. APPROVED BY S. Gempp			J. DATE			

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A. CONTRACT LINE ITEM NO. See Blk 16			B. EXHIBIT NO. A		C. CATEGORY: TDP _____ TM _____ OTHER <u> X </u>							
D. SYSTEM/ITEM MMC			E. CONTRACT/PR NO. N66604-			F. CONTRACTOR						
1. DATA ITEM NO. F005		2. TITLE OF DATA ITEM ENGINEERING CHANGE PROPOSAL				3. SUBTITLE			17. PRICE GROUP			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80639C			5. CONTRACT REFERENCE SOW PARA 3.3.3			6. REQUIRING OFFICE NUWCDIVNPT CODE 3492			16. ESTIMATED TOTAL PRICE			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ASREQ/R		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
8. APP CODE A				11. AS OF DATE 15 DARC		13. DATE OF SUBSEQUENT SUBMISSION 15 DARC		a. ADDRESSEE			b. COPIES	
								Draft			Final	
								Reg			Repro	
16. REMARKS Blk A: CLINs 0008, 0009, 0014-0031 Blk 8: Content Approval. Allow 45 days for gov't review. Blk 9: See Attachment 1 to Exhibits. Blk 10: The government anticipates up to six (6) submittals. Blk 12: Within 30 days after need for change identified. Blk 14b: Deliverable shall be by electronic submittal. .						NUWCDIVNPT:						
						CODE 3492		0	1		0	
						CODE 3422RE		1	1		0	
15. TOTAL		1	2	0								
1. DATA ITEM NO. F006		2. TITLE OF DATA ITEM REQUEST FOR DEVIATION				3. SUBTITLE			17. PRICE GROUP			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80640C			5. CONTRACT REFERENCE SOW PARA 3.3.3			6. REQUIRING OFFICE NUWCDIVNPT CODE 3492			18. ESTIMATED TOTAL PRICE			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED D		10. FREQUENCY ASREQ/R		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
8. APP CODE A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 15 DARC		a. ADDRESSEE			b. COPIES	
								Draft			Final	
								Reg			Repro	
16. REMARKS Blk 8: Content approval. Allow 45 days for Government review. Blk 9: See Attachment 1 to Exhibits. Blk 10: The Government anticipates up to two (2) submittals. Blk 12: Within 30 days after need for change has been identified. Blk 14b: Deliverable shall be by electronic submittal.						NUWCDIVNPT:						
						CODE 3492		0	1		0	
						CODE 3422RE		1	1		0	
15. TOTAL		1	2	0								
G. PREPARED BY DAVID J. SALEEM, CODE 3432			H. DATE		I. APPROVED BY S. Gempp			J. DATE				

The following Exhibits represent the projected required data requirements for the MMC production contract and associated Options.

EXHIBIT A (Basic Contract Data):

Contractor's Progress, Status and Management Report
Conference Agenda
Conference Minutes
Test Procedure - Factory Acceptance
Test/Inspection Reports
Baseline Description Document
Request for Deviation
Request for Waiver
Certificate of Compliance - Mercury Exclusion
Test Plan - Factory Acceptance
Safety Studies Report - Hazardous Material Report
Preliminary Design Review
Critical Design Review (BVS-1)

EXHIBIT B (Design Data):

Production Drawings and associated lists

EXHIBIT C (SS&TE):

Special Equipment Parts list
Production Drawings and associated lists

EXHIBIT D (Services):

Engineering and Technical Services Accomplishment Report (ENGINEERING SERVICES)
Engineering and Technical Services Accomplishment Report (DEPOT REPAIR)

EXHIBIT E (Follow-on Development)

Critical Design Review (Type-18)
Production Drawings and associated lists (Type-18)
MMC Type 18 Technical Manual
Factory Acceptance Test Report
MMC Type 18 Product Baseline

EXHIBIT F (Follow-on production)

Monthly Progress/Status Reports
Conference Agenda
Conference Minutes
Test/Inspection Reports
Engineering Change Proposal
Request for Deviation
Request for Waiver
Factory Acceptance Test Report

STATEMENT OF WORK

MAST-MOUNTED COLLIMATOR

1 SCOPE

This Statement of Work (SOW) sets forth Contractor tasks required for the design and production of the Mast-Mounted Collimator or MMC. Some paragraphs within this SOW have been marked “(OPTION)”, and some sentences within paragraphs contain the phrase, "At the Government's option,...". The Contractor shall perform the tasking within those paragraphs or sentences only when the Government exercises those options.

1.1 BACKGROUND

The Navy Imaging Program has a requirement for a Mast-Mounted Collimator (MMC) to be used in the alignment of optical periscope systems. The MMC will be used dockside onboard submarines.

2 APPLICABLE DOCUMENTS

The following documents and the supplements thereto, form a part of this SOW to the extent specified herein. Applicable documents, associated versions, or equivalent documents will be the ones in effect on the day the Solicitation is released; except where use of such superseding specifications, standards and publications will result in a design change and/or do not adequately cover the specific material or process. The Contractor is encouraged to propose alternatives to specifications and standards cited in this SOW and Contract.

2.1 MILITARY STANDARDS

MIL-STD-792E	NOT2	Identification Marking Requirements for Special Purpose Components
MIL-STD-882D		System Safety Program Requirements
MIL-STD-961E		Department of Defense Standard Practice Defense Specifications
MIL-STD-2035A		Nondestructive Testing Acceptance Criteria
MIL-STD-1521B		Technical Reviews and Audits for Systems, Equipment and Computer Software

2.2 MILITARY SPECIFICATIONS

MIL-P-15024/5	Plates, Identification (for guidance)
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2.3 OTHER DOCUMENTS

NUWC-NPT Drawing XXXX	Performance Specification For AN/BVS-1 Mast Mounted Collimator
NUWC-NPT Drawing XXXX	Performance Specification For Type 18 Mast Mounted Collimator
ISO 9001	Quality System – Model for Quality Assurance in Design, Development, Production, Installation, and Servicing
ISO 9002/AQC 9002/ANSI 9002	Quality Systems – Model for Quality Assurance in Production, Installation, and Servicing
NAVEDTRA-131	Personnel Performance Profile Based Curriculum Development Manual
NAVMAT P-9492	Navy Manufacturing Screening Program (for guidance)
NAVSEA ST000-AA-IDX-PEETE	Portable Electrical/Electronic Test Equipment Index
NAVSEA TE000-AB-GTP-010 Rev 1	Parts De-rating Requirements and Application Manual for Navy Electronic Equipment
NAVSEA T9074-AS-GIB-010/271	Requirements for Nondestructive Testing Methods
ASME Y14.24M-1989	Types and Applications of Engineering Drawings
QQN-286	Nickel-Copper-Aluminum Alloy, Wrought (UNS N05500)
ASTM D3951-95	Standard Practice for Commercial Packaging
ASQC-A8402-0002	Quality Assurance Terms and Definitions
ISO-8402	Quality - Vocabulary

2.4 INDUSTRY DOCUMENTS

All commercial standards and in-house procedures used by the Contractor shall be identified and made available to the Naval Undersea Warfare Center Division Newport.

2.5 SOURCES OF DOCUMENTS

Source documents not provided as Government Furnished Information (GFI) shall be obtained from the Standardization Document Order Desk, 700 Robbins Avenue #4, Section D, Philadelphia, PA 19111-5094. Commercial or Industrial documents shall be obtained from the controlling source agency. Other government documents may be obtained from the Naval Undersea Warfare Center Division Newport.

3 REQUIREMENTS

The Contractor shall design, test, and deliver the Mast-Mounted Collimator (MMC) for the AN/BVS-1 and Type-18 Periscope Systems in accordance with this Contract, the performance specifications, and this SOW.

3.1 PROGRAM MANAGEMENT

The Contractor shall provide the program management necessary to ensure the timely and efficient performance of all tasks required by this SOW. The Contractor shall document progress in a Contractor's progress, status and management report. This report shall include status of the program and information concerning potential problem areas and all options exercised on this Contract (CDRLs A001). The Contractor shall establish, maintain, and use a cost/schedule system for planning and controlling costs and schedules.

3.1.1 DOCUMENTS/DATA

The Contractor shall submit data required under this Contract in accordance with the CDRL requirements.

3.1.2 REVIEWS, AGENDAS AND MINUTES

3.1.2.1 Reviews

Reviews and audits shall be scheduled by the Contractor with actual dates to be approved by the Naval Undersea Warfare Center.

3.1.2.2 Program Management Reviews

The Naval Undersea Warfare Center Division Newport will conduct Program Management Reviews (PMRs) at the Contractor's facility or by phone/teleconference if approved by the government. Program Management Review meetings shall be conducted after Contract Award (CA); and quarterly thereafter. These reviews shall be conducted for the purpose of reviewing program progress; problem areas; planned activities; engineering release status; technical, logistics, and schedule. During PMRs, the Contractor shall make available in-process documents and hardware if requested by the Naval Undersea Warfare Center Division Newport.

3.1.2.2.1 Preliminary Design Review

A Preliminary Design Review (PDR) will be conducted NLT 45 days after contract award. The Contractor shall present the overall design strategy and planned architecture. The Contractor shall use MIL-STD-1521B, Appendix D as guidance to address applicable configuration items. Technical and schedule risk areas shall be presented. (CDRL A011)

3.1.2.2.2 Critical Design Review (AN/BVS-1 Periscope)

A Critical Design Review (CDR) will be conducted NLT 120 days after contract award. This review will be to (1) ensure the design meets performance and engineering performance requirements; (2) assess design from a technical, cost, and schedule basis; (3) Review top-level and major sub-assembly drawings. The Contractor shall use MIL-STD-1521B, Appendix E as guidance to address applicable configuration items. (CDRL A013)

3.1.2.2.2.1 Critical Design Review (Type 18 Periscope)

If exercised, a tailored Critical Design Review (CDR) will be conducted NLT 60 days after option award. This review will be to (1) ensure the design meets performance and engineering performance requirements; (2) assess design from a technical, cost, and schedule basis; (3) Review top-level and major sub-assembly drawings. (CDRL E001)

3.1.2.2.3 In-process Reviews

The Contractor shall host informal In-Process Review meetings via teleconference lasting approximately 1 hour in length. In-Process Reviews shall be held bi-weekly or as requested by the Government for the first 12 months of the Contract.

3.1.2.3 Agendas

The Contractor shall be required throughout the life of this Contract to provide agendas of all PMRs and design reviews required by this Contract. All agendas shall identify a period of open discussion as an agenda item. (CDRL A002)

3.1.2.4 Minutes

The Contractor shall prepare minutes of all PMRs, design, and reviews. The minutes shall include all action items and the latest status of each. Action items resulting from the reviews/meetings will be considered complete only upon approval by the Government. (CDRL A003)

3.1.3 MATERIAL REVIEW BOARD (MRB) REQUIREMENTS

The Contractor shall establish an MRB as directed and authorized by the Government. The Contractor shall establish MRB procedures and provide adequate engineering capabilities and personnel who are fully knowledgeable of the product's technical requirements to participate in making MRB decisions. MRB authority is limited to Type II nonconformances and is not authorized to accept Type I nonconforming material. The Contractor shall notify the Government concerning MRB disposition of all Type II nonconformances. A "Request for Waiver" shall be used for acceptance of all Type I nonconformances. The following definitions apply:

- a. Type I Nonconformance. The materials or supplies that depart from Contract specifications and affect one or more of the following major areas: performance, durability, interchangeability, effective use or operations, (when a factor) weight or appearance, health or safety.
- b. Type II Nonconformance. The materials or supplies which departs from Contract specifications which are considered minor or have no bearing on the effective use or operation of the item or related components for the intended application and do not affect any of the criteria specified in Type I above.

3.1.3.1 Nonconformance Material

All nonconformance material shall be recorded on a suitable review record and shall be attached to the material and remain with the material until all MRB actions are complete as practical. The record shall at a minimum have the following information:

- a. Part number, serial number, and specification number (if applicable)
- b. Type of nonconformance
- c. Quantity of nonconformance items
- d. Description of the nonconformance
- e. Corrective action to prevent recurrence
- f. Recommended disposition (i.e., use as is, repair, rework, scrap)
- g. Signature of Contractor and Government representative

Final decision regarding acceptance of nonconformance supplies or services are solely the prerogative of the Government.

3.1.3.2 MRB Members

The MRB shall be composed of, but not limited to, the following principal members:

- a. A qualified representative of the Contractor's quality control department.
- b. A qualified representative of the Contractor's engineering department.
- c. A qualified representative of the Contractor's configuration management department.
- d. A qualified representative of the Contractor's manufacturing/production department.
- e. A qualified Government representative of the on-site Defense Contract Management Area Operations (DCMAO) Quality Assurance Representative (QAR).

3.1.3.3 Defect Data

The Contractor throughout the Contract shall maintain defect data. The Contractor shall record and maintain defect data at each inspection or test station throughout the Contract's period of performance. The Contractor shall identify and monitor critical quality control inspection/test points via process control techniques such as Statistical Process Control (SPC) to ensure that manufacturing processes are within specified control limits. The Contractor shall initiate corrective actions as appropriate to identify and correct the root cause of deficiencies identified through SPC and similar techniques. Data shall be recorded and maintained to indicate the effectiveness of any corrective actions implemented. The Contractor shall present defect data summaries and corrective action summaries as part of the program management reviews conducted by the Government.

"Defects" (as defined by ISO-8402 and ASQC-A8402-0002) shall include all defects, discrepancies, nonconformances, anomalies, failures, etc., that occur or are first detected during manufacturing. The Contractor shall track the recording of defect history and defect distribution at the serialized sub-assembly level, prior to any routine rework such as solder touch-up. Recording of defect reduction shall be at the Contract configured item level. All such reports shall be tracked by the Material Review Board (MRB) and shall be available for inspection and audit by the Government at the Contractor's facility.

3.2 EQUIPMENT PRODUCTION

The Contractor shall deliver all equipment items and associated material, software, and data listed in the Contract Line Item Numbers (CLINs), in accordance with Section B of the Contract. All hardware items shall be delivered with related software. All software and/or firmware delivered shall be in an electronic format specified by the government.

3.2.1 AN/BVS-1 Periscope MMC

The Contractor shall design, build and test the AN/BVS-1 MMC according to the performance specifications.

3.2.2 TYPE 18 Periscope MMC (OPTION)

The Contractor shall design, build and test the Type 18 MMC according to the performance specifications.

3.2.3 HAZARDOUS MATERIAL

Use of any hazardous material, either internally or in association with the supply and/or support of the MMC, must be approved by the Naval Undersea Warfare Center Division Newport. Prior to approval, the Contractor shall provide a Material Safety Data Sheet (MSDS) (OSHA Form 174), and written justification that shows the necessity for the type, container size, quantity of hazardous material (or material that results in hazardous waste), together with a listing of less hazardous potential substitutes that were considered and the reasons why these substitutes cannot be used. (CDRLs A010)

3.2.4 QUALITY ASSURANCE

The Contractor shall maintain a Quality Control Program and maintain a documented quality system which, as a minimum, complies with the requirements of ISO 9001, Quality System Requirements and NAVSEA TE000-AB-GTP-010, Rev 1 or as approved by the Government. The quality system planning, procedures, and all other documents and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this Contract may continue to be used. The

Government reserves its right to perform any necessary inspection, verification, or evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of sub tier suppliers, a quality system which adequately controls the quality of supplies and services provided. Evidence that the best commercial practices are being followed in soldering, printed circuit manufacturing, or any other processes applicable to the quality of the equipment shall be made available at the Contractor's facility for review, and are to be used by representatives of the Naval Undersea Warfare Center Division Newport.

3.2.4 SYSTEM SCREENING AND INSPECTION PROGRAM

The Contractor shall develop a program of system-level screening and inspection, as described in the subsequent sections.

3.2.4.1 System Level Environmental Screening

The Contractor shall develop and implement a program of system-level screening in accordance with the guidance of NAVMAT P-9492, Navy Manufacturing and Screening Program. The program shall feature a procedure to be applied by the Contractor to the MMC. A government representative may be present during the tests. Thermal cycles shall be applied as follows, with system power on.

Temperature Range	-40°C to +65°C
Temperature Rate of Change	5°C/minute
Number of Cycles	6 cycles

3.2.5 TEST PLANS, PROCEDURES AND REPORTS

The Contractor shall conduct all examinations and tests required by this SOW and production requirements, in accordance with test plans and procedures prepared by the Contractor and approved by the Naval Undersea Warfare Center Division Newport. The approval of test plans and procedures will be based on their ability to ensure that testing demonstrates the MMC compliance with all Contract requirements. Test plans shall be submitted for, but not limited to, Factory Acceptance Testing. Test procedures shall fully describe all procedures, test setups, and test equipment, and shall include data sheets to provide for the complete documentation of test results. All changes will be subject to approval by the Naval Undersea Warfare Center Division Newport. (CDRLs A005 & A012)

Prior to performance of each examination or test required by the Contract, the Contractor shall provide written notice of such examination or test to the Naval Undersea Warfare Center Division Newport. The Contractor shall ensure actual receipt by the Contracting Officer's Representative (COR) at least thirty (30) days before performance of each examination or test. Test reports shall be prepared for each examination and test. (CDRLs A006, E004, F004)

3.3 CONFIGURATION MANAGEMENT

3.3.1 CONFIGURATION MANAGEMENT PROGRAM

The Contractor shall maintain a Configuration Management (CM) program to the lowest repairable/replaceable part level for approved hardware configuration items (HWCI) and CSCI level for software for the MMC in accordance with the requirements of this SOW. The Contractor's CM program shall ensure that a concise and well-defined process is established and implemented to ensure that all MMCs are equivalent, that all changes are necessary, that changes are not incorporated which cause the MMC to not meet approved specifications, and that the configuration of the MMC is known at all times. The Contractor's CM program shall include the establishment of an MMC Configuration Control Board (CCB). The CCB membership shall consist of engineering and manufacturing experts to approve or disapprove each recommended change. Recommended changes shall be documented using Engineering Change Proposal (ECP), Request For Deviation (RFD), or Request For Waiver (RFW) forms in accordance with paragraph 3.3.3 below. No change shall be implemented without CCB and Naval Undersea Warfare Center Division Newport approval. Immediately upon the start of formal Contractor (Group A) testing, all changes approved by the CCB must be approved by the Naval

Undersea Warfare Center Division Newport prior to implementation. Changes shall be submitted to the Naval Undersea Warfare Center Division Newport for approval via ECP, RFD or RFW as applicable in accordance with paragraph 3.3.3 below. All RFDs, ECPs, or RFWs must be approved by NUWC, Code 3492. The Contractor shall establish a configuration management authority and configuration records in accordance with paragraph 3.3.6 below to assure that the CM program is implemented as required by this SOW.

3.3.2 CONFIGURATION IDENTIFICATION

3.3.2.1 BASELINE DESCRIPTION

The baseline description shall be updated each time the MMC or associated documents are changed. (CDRL A007, E005)

3.3.3 CHANGE DESCRIPTION

The data package submitted with an ECP shall contain a description of all known interface effects and information concerning changes required in the baseline and/or product configuration identification. ECPs, RFDs, and RFWs shall be submitted to the Naval Undersea Warfare Center Division Newport as required. The Contractor shall identify the justification criteria; the importance; and the urgency of each ECP, RFD, or RFW submitted. (CDRLs A008, A009, F005, F006, F007)

3.3.4 CONFIGURATION RECORD

The Contractor shall prepare and maintain configuration baseline description records to provide for configuration identification, change control, status accounting, compatibility, traceability, and integrity of CIs. These records shall be refined and updated throughout the duration of this Contract and shall be made available to representatives of the Naval Undersea Warfare Center Division Newport upon request. These baseline description records shall include, as a minimum, the following information: (CDRL A007, E005)

- a. List of all the Government and Contractor-developed specifications, including dates, titles, and revision levels;
- b. Specification tree depicting all the specifications (including commercial specifications);
- c. List of components to include all prime end items, non-complex items, and special test equipment in a top-down breakdown indentured level list to the piece-part level;
- d. List of all associated drawings (e.g., schematic and wiring diagrams, installation, assembly, specification control, source control, detail, parts lists, etc.) identified by issue dates, titles and revision levels;
- e. List and description of the LRUs;
- f. List of interface control documents;
- g. Configuration technical reviews;
- h. List of all ECPs, RFDs and RFWs and their status;
- i. List of all the Acceptance Test Plans, Descriptions, Procedures, and Reports;
- j. List of the current approved configuration documents and identification number associated with each LRU;
- k. List of status and final disposition of identified discrepancies resulting from configuration audits; and
- l. List of the effective and installation status of configuration changes to all LRUs at all locations.

3.4 INTEGRATED LOGISTIC SUPPORT

The Contractor shall maintain an Integrated Logistic Support (ILS) Program, and shall ensure the integration of all ILS efforts required in this SOW. The Contractor shall designate an ILS Manager who shall serve as the focal point for Government contact for all support matters.

3.4.1 INTEGRATED LOGISTIC SUPPORT PROGRAM PLANNING

The Contractor shall plan how and on what schedule the ILS requirements of this Contract are to be met. If applicable, the Contractor shall address the status of each ILS element in the Contractor's progress, status and management report. (CDRLs A001)

3.4.2 TECHNICAL DOCUMENTS

3.4.2.1 MMC AN/BVS-1 DRAWING PACKAGE (OPTION)

The Contractor shall prepare and deliver an MMC production drawing package. All drawings, hardcopy and electronic submittals, delivered to the Government must be signed and dated by the Contractor. Drawings are required to be in Government format in accordance with CDRL B001 and form 2554-1 (attachment 1 to SOW).

3.4.2.2 MMC Type 18 DRAWING PACKAGE (OPTION)

The Contractor shall prepare and deliver an MMC production drawing package. All drawings, hardcopy and electronic submittals, delivered to the Government must be signed and dated by the Contractor. Drawings are required to be in Government format in accordance with CDRL F002 and form 2554-1 (attachment 1 to SOW).

3.4.2.3 CONTRACTOR DRAWING PACKAGE VALIDATION

The Contractor shall validate the drawing package throughout procurement, assembly and test of the first assembled unit(s). The Government reserves the right to place an on-site representative at the Contractor's manufacturing facility through the period of validation and until the first production unit has been accepted by the Government. It shall be the Contractor's responsibility to demonstrate to the Navy on-site representative that each part is mechanically configured in accordance with the drawing package.

3.4.2.4 PERFORMANCE SPECIFICATION UPDATE

The Contractor shall update the AN/BVS-1 and Type 18 MMC Performance Specification after delivery of CLIN 0001 and CLIN 0010 and after the Post Test Review (for each CLIN) for Government approval. Test results for Group A shall be used to refine and update the specification. (CDRL A004)

3.4.2.5 MMC AN/BVS-1 TECHNICAL MANUAL

For CLIN 0001 only, the Contractor shall deliver an operator-level technical manual for the AN/BVS-1 MMC. The manual shall address MMC assembly, operation, maintenance, and parts according to CDRL A014.

3.4.2.6 MMC TYPE 18 TECHNICAL MANUAL

For CLIN 00010 only, the Contractor shall deliver an operator-level technical manual for the Type 18 MMC. The manual shall address MMC assembly, operation, maintenance, and parts according to CDRL E003.

3.5 SPECIAL SUPPORT EQUIPMENT (OPTION)

The Contractor shall provide all nonstandard support equipment required for all levels of maintenance and testing of the MMC as ordered by the Government. The Contractor shall deliver product drawings and data for the support equipment as required for life cycle support. (CDRLs C001 & C002)

3.6 CONTRACTOR ENGINEERING/TECHNICAL SERVICES (OPTION)

The Contractor shall provide qualified electrical/electronic technician(s), engineer(s), or software development and maintenance personnel with a SECRET clearance including Communications Security (COMSEC) access security clearance to assist with the installation, checkout, and operation of the MMC (including software) during the installation and test phase and for support of onboard training (OBT). Support services shall be provided in accordance with SOW paragraphs 3.6.1 through 3.6.4. (CDRL D001)

3.6.1 TECHNICAL SUPPORT

The Contractor shall provide engineering, training, and technical support provided as specified within each Contract Modification during test, evaluation, integration, installation and deployment of the End Items in new construction shipyards, at Navy land based facilities and Navy shipyards.

3.6.2 TASK DEFINITION

The Contractor shall provide engineering services with qualified engineering and technical personnel and materials in the accomplishment of the specified task(s). The schedule for each task and period of performance shall be defined within each Contract Modification.

3.6.2.1 TASK "A": FIELD ENGINEERING SERVICES

The Contractor shall provide direct fleet support and field engineering services to support the installation, checkout and problem resolution for the End Items.

3.6.2.2 TASK "B": TECHNICAL ADVISORY AND CONSULTING SERVICES

The Contractor shall provide technical advisory and consulting services to Navy and design agent shipyard and Navy installation personnel in regards to Task "A".

3.6.2.3 TASK "C": ENGINEERING ANALYSIS

The Contractor shall provide engineering analysis and evaluation and in-house problem resolution and corrective action to Government agencies and shipyards for the End Item problem areas.

3.6.3 STATUS REPORT

The Contractor shall submit a status report for each task issued. This report shall include the following information: (CDRL D001)

- a. Contractor's name and address
- b. Contract number
- c. Report date
- d. Title of task, location and time of performance
- e. Problem(s) encountered, corrective action required and failure and repair data
- f. Status of each directed task
- g. Cost data and funding status

3.6.3.1 INTERIM STATUS REPORT

If the accomplishment of any task should extend beyond 30 days, the Contractor shall provide interim status reports every 30 days that shall include the following information: (CDRL D001)

- a. Contractor's name and address
- b. Contract number
- c. Report date
- d. Title of task, location and time of performance
- e. Problem(s) encountered and corrective action required
- f. Status of each directed task and estimated completion date
- g. Funding status and estimated cost to complete

3.6.4 TEST EQUIPMENT AVAILABILITY

Test equipment, if required to support this effort, shall be the responsibility of the Contractor. The Contractor shall arrange for the use of fleet or shipyard test equipment, if available, by coordinating requirements and requests with the cognizant Navy personnel/facility.

3.7 INTERIM DEPOT REPAIR SERVICES (OPTION)

The Contractor shall provide depot repair services for systems delivered under this Contract. Depot repair services shall consist of fault isolation, repair and/or refurbishment, and performance testing (to verify the items acceptability for use) of end items, units, modules, or assemblies (i.e., LRMs). Repair and/or refurbishment completion shall be based upon successful performance testing using approved test procedures. Repair and/or refurbishment shall be completed within thirty (30) calendar days exclusive of procurement lead time (i.e., date part ordered to the date the part is received). A closed loop reporting system shall be

implemented to track each item received from repair through its return to the Government. Status reports shall be provided. (CDRL D002)

4 SECURITY

The level of clearance required to perform the tasks herein is up to and including SECRET.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED SECRET					
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(x and complete as applicable)</i>						
a. PRIME CONTRACT NUMBER		X		a. ORIGINAL <i>(Complete date in all cases)</i> Date (YYMMDD) 061005					
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>	Revision No. Date (YYMMDD)				
c. SOLICITATION OR OTHER NUMBER		Due Date (YYMMDD)		c. FINAL <i>(Complete item 5 in all cases)</i> Date (YYMMDD)					
X N66604-6248-4551									
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.									
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.									
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i> a. NAME, ADDRESS, AND ZIP CODE THIS DD 254 IS FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD 254 WILL BE ISSUED UPON CONTRACT AWARD.						b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP CODE						b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
8. ACTUAL PERFORMANCE a. LOCATION						b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT DESIGN, TEST, AND DELIVER THE MAST-MOUNTED COLLIMATOR (MMC) FOR THE AN/BVS-1 AND TYPE-18 PERISCOPE SYSTEMS.									
10. CONTRACTOR WILL REQUIRE ACCESS TO:			YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:			YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY				X
b. RESTRICTED DATA				X	b. RECEIVED CLASSIFIED DOCUMENTS ONLY				X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			X	
d. FORMERLY RESTRICTED DATA				X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE				X
e. INTELLIGENCE INFORMATION:				X	e. PERFORM SERVICES ONLY				X
(1) Sensitive Compartmented Information (SCI)				X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES				X
(2) Non-SCI				X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			X	
f. SPECIAL ACCESS INFORMATION				X	h. REQUIRE A COMSEC ACCOUNT				X
g. NATO INFORMATION				X	i. HAVE TEMPEST REQUIREMENTS				X
h. FOREIGN GOVERNMENT INFORMATION				X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS				X
i. LIMITED DISSEMINATION INFORMATION				X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE				X
j. FOR OFFICIAL USE ONLY INFORMATION			X		l. OTHER <i>(Specify)</i>				X
k. OTHER <i>(Specify)</i>				X					

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST: OPNAVINST S5513.5B, ENCL. (37) - SUBMARINE WARFARE MATTERS (IN ADDITION, SEPARATE GUIDANCE ON THE "TROV").

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS SECRET.

COMSEC STATEMENT

FURTHER DISCLOSURE OF COMSEC INFORMATION BY A CONTRACTOR, INCLUDING SUBCONTRACTING, REQUIRES PRIOR APPROVAL OF THE USER AGENCY. ACCESS TO CLASSIFIED COMSEC INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL. ACCESS TO COMSEC INFORMATION WILL ONLY BE AT A GOVERNMENT FACILITY OR ANOTHER CONTRACTOR ACTIVITY.

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

30 SEPTEMBER 2011

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

DAVID SALEEM, CODE 3432, (401) 832-5490

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements.)

Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

YES

X

NO

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

YES

X

NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

LESLIE GATES

b. TITLE

Contracting Officer

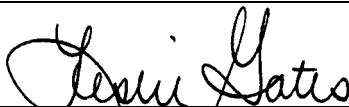
c. TELEPHONE (Include Area Code)

401-832-4296

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport
Code 553, B-80
1176 Howell St., Newport, RI 02841

e. SIGNATURE



17. REQUIRED DISTRIBUTION

X

a. CONTRACTOR

b. SUBCONTRACTOR

X

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

X

e. ADMINISTRATIVE CONTRACTING OFFICER

X

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT WILL BE DERIVATIVELY CLASSIFIED (FROM SOURCE MATERIAL) OR CLASSIFIED IN ACCORDANCE WITH A SECURITY CLASSIFICATION GUIDE (SCG). ALL CLASSIFIED MATERIAL GENERATED SHALL BE MARKED WITH A DOWNGRADING STATEMENT:

DERIVED FROM: CITE THE SECURITY CLASSIFICATION GUIDE (INSTRUCTION AND APPLICABLE ENCLOSURE NUMBER(S)) OR IDENTIFY THE SOURCE USED AS THE BASIS FOR CLASSIFICATION. (EXAMPLES: DERIVED FROM: OPNAVINST S5513.5B, ENCLOSURE (98); OR

DERIVED FROM: MEMORANDUM DATED 12/1/03

SUBJ: FUNDING PROBLEMS DEPARTMENT OF PUBLIC WORKS)

DECLASSIFY ON: CITE THE DECLASSIFICATION INSTRUCTIONS FROM THE SECURITY CLASSIFICATION GUIDE OR CARRY FORWARD THE INSTRUCTIONS ON THE "DECLASSIFY ON" LINE OF THE SOURCE DOCUMENT. IF DERIVING FROM A SOURCE(S) MARKED WITH AN INDEFINITE DURATION OF CLASSIFICATION FROM PRIOR EXECUTIVE ORDERS ("OADR" OR "X1 THROUGH X8") INDICATE THE FACT THAT THE SOURCE DOCUMENT(S) WAS MARKED WITH EITHER OF THOSE INSTRUCTIONS AND CITE THE DATE OF THE SOURCE.

(EXAMPLE: DECLASSIFY ON: SOURCE MARKED OADR

DATE OF SOURCE: 12/1/03)

IF DERIVATIVELY CLASSIFYING FROM MULTIPLE SOURCES MAINTAIN THE IDENTIFICATION OF ALL CLASSIFIED SOURCES WITH THE FILE OR RECORD COPY OF THE DERIVATIVE DOCUMENT.

(EXAMPLE: DERIVED FROM: MULTIPLE SOURCES

SOURCE 1: MEMO OF MAY 5, 2004, DAVID SMITH, CHIEF, DIVISION 5, OFFICE OF ADMIN.,
DEPT. OF PUBLIC WORKS

SOURCE 2: REPORT OF OCT 20, 1996, LEIF ERIKSON, HEAD, GOOD MGMT. BRANCH,
DEPT OF TREES)

FOR THE "DECLASSIFY ON:" LINE, CITE THE SOURCE DOCUMENT THAT HAS THE LONGEST DURATION FOR CLASSIFICATION.

IF DERIVING CLASSIFIED INFORMATION FROM A SOURCE DOCUMENT MARKED "DERIVED FROM: MULTIPLE SOURCES" SPECIFICALLY IDENTIFY THE SOURCE DOCUMENT BY AUTHOR, DATE, AND SUBJECT.

(EXAMPLE: DERIVED FROM: MEMO DATED 12/1/03

DAVID SMITH

SUBJ: FUNDING PROBLEMS)

JA4 CONTRACT ADMINISTRATION MASTER PLAN (CAMP)

Naval Undersea Warfare Center Division, Newport
Contract Administration Master Plan No. 99-1

Subj: CONTRACT ADMINISTRATION MASTER PLAN (CAMP) FOR CONTRACTOR SUPPORT OR
CONTRACTOR ENGINEERING AND TECHNICAL SERVICES

1. This Master Plan covers services that the Procuring Contracting Officer(PCO) determines shall be obtained on a Cost Plus Fixed Fee, Labor Hour, or Time and Material basis which are contracted for with a performance oriented statement of work (SOW). For those actions not covered under this Master Plan, a separate Contract Administration Plan (CAP) will be generated by the PCO. The contract specifications will cover performance of technically complex work which will involve intensive quality assurance surveillance and cost and performance monitoring by technical or engineering specialists within NUWCDIVNPT Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Command (DCMC) is not practical. Therefore, the contract administration functions will be delegated to a Contracting Officer's Representative (COR) to assist the PCO in administration of the subject class of contracts and any orders issued under the contract.
2. Contracting Officer's Representative (COR) duties are detailed in Attachment 1. Only those individuals who have received COR training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed CORs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as CORs to perform duties in connection with contracts subject to this plan have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.
3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the contract files. The Contract must indicate the specific COR responsible for administering services under the particular contract.
4. The PCO shall screen procurement requests for the subject services to determine if they are the type that fall under the provisions of this Master Plan.

COR RESPONSIBILITIES

The COR acts as the representative for the Contracting Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWCDIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the contract or order.
- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COR file on assigned contracts/orders. Any documentation available and accessible electronically need not be maintained in paper format.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the contract or order.
- i. Provides input to the DON Contractor Performance Assessment System (CPARS).
- j. Reviews all procurement requests to be placed against this contract to ensure that they present a clear description of work to be accomplished and data to be delivered. Reviews or assists the procurement originator in preparing the independent Government estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.